

TAB 19

## ORDINANCE NO. 380

AN ORDINANCE SETTING AND ESTABLISHING RATES AND REGULATIONS FOR USE  
OF SEWER SYSTEM OF THE VILLAGE OF SAUGET, ST. CLAIR COUNTY,  
ILLINOIS AND PROVIDING FOR PENALTIES FOR VIOLATING THE SAME

WHEREAS, this VILLAGE OF SAUGET, St. Clair County, Illinois owns and maintains a system of sewers for the collection of sewage and industrial wastes within portions of this VILLAGE; and

WHEREAS, this VILLAGE owns, and the VILLAGE OF SAUGET SANITARY RESEARCH AND DEVELOPMENT ASSOCIATION operates and maintains (under the provisions of a contract with this VILLAGE dated January 19, 1966, as amended and supplemented on December 6, 1966), a plant for the primary treatment of such sewage and industrial waste; and

WHEREAS, this VILLAGE is causing to be constructed certain Extensions to said plant and, in order to finance, in part, the cost of such construction, has issued \$7,870,000.00 of Revenue Bonds to be payable solely and only from and out of the revenue derived by this VILLAGE from said System; and

WHEREAS, by reason of the provisions of the Bond Ordinance, under which said Revenue Bonds were issued and sold, and in order to pay the principal and interest on said Revenue Bonds and to fund the depreciation on said System and to pay the Costs of Operating and Maintaining said System, it is necessary that this VILLAGE establish rates to be paid by the Users of said System; and

WHEREAS, by reason of certain State and Federal statutes and administrative rulings and in order to preserve the public health, welfare and safety, it is necessary that the use of said System and the effluent to be discharged into and from said System be regulated and that penalties be established for the violation of any such regulations.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of this VILLAGE OF SAUGET, St. Clair County, Illinois as follows:

Section 1. Definitions. Each of the following terms shall have the following definition:

a. "Annual Debt Service": The amount due the holders of the Revenue Bonds for principal or interest, or both, accruing during a particular Fiscal Year.

b. "ASSOCIATION": the VILLAGE OF SAUGET SANITARY DEVELOPMENT AND RESEARCH ASSOCIATION, an Illinois not-for-profit corporation, and its successors and assigns.

c. "Bond Ordinance": the Ordinance of VILLAGE pursuant to which the Revenue Bonds have been issued, being the Ordinance entitled "ORDINANCE authorizing the issuance of \$7,870,000 Pollution Control Revenue Bonds, (Sauget Sewerage Project) Series 1974, of this Village of Sauget, Illinois; providing for the payment, sale and delivery thereof; and making certain covenants in that connection," adapted and approved on May 7, 1974.

d. "Bond Payment": The amount of Annual Debt Service for a particular Fiscal Year, reduced by the amount in the Bond Payment Account as of the end of the prior Fiscal Year after making provision for the Annual Debt Service for such prior Fiscal Year and further reduced by the amount, if any, which will be transferred for that Fiscal Year from the Capitalized Bond Interest Reserve Account or Sinking Fund Account to the Bond Payment Account.

e. "Bond Payment Account": a special account of the VILLAGE which shall be established and maintained in the name of the VILLAGE with the Trustee pursuant to the Bond Ordinance; which shall be used solely to pay Annual Debt Service and into which VILLAGE shall deposit: that portion of charges collected from Users attributable to Bond Payment; such other funds, income and earnings

as may be deposited therein pursuant to this Rate Ordinance, the Bond Ordinance and otherwise; funds transferred from the Capitalized Bond Interest Reserve Account; funds transferred, if any, from the Bond Reserve Account or the Sinking Fund Account; and accrued interest, if any, received from the purchasers of the Revenue Bonds at the time of sale.

f. "Bond Reserve Account": a special account of the VILLAGE which shall be established and maintained in the name of the VILLAGE with the Trustee pursuant to the Bond Ordinance; which shall be used solely and only as a reserve for the payment of principal of, and interest on, the Revenue Bonds; and out of which funds will be transferred to the Bond Payment Account should the Bond Payment Account ever have an insufficient balance on any date to make the payment of principal of, or interest on, the Revenue Bonds then due. Whensoever the balance then on hand in the Bond Reserve Account (together with balances then on hand in the Bond Payment Account, Sinking Fund Account and Principal Reserve Account) shall be sufficient to pay the principal of all then outstanding Revenue Bonds and the interest thereon to accrue to maturity or redemption, such balance shall be transferred to the Bond Payment Account. As of the last day of the nineteenth (19th) Fiscal Year, the balance then on hand in the Bond Reserve Account, if any, shall be transferred to the Bond Payment Account.

g. "Bond Reserve Payment": The amount required to be paid into the Bond Reserve Account for a particular Fiscal Year. In each month during the first and each subsequent Fiscal Year, the VILLAGE shall collect from Users and deposit into the Bond Reserve Account the lesser of the two (2) following amounts: (1) \$40,000.00 per month or (2) one-twelfth (1/12) of the amount necessary to increase the balance in such Account to \$670,000.00 without considering any expenditures made or to be made from and out of such Account during the then current Fiscal Year. Provided, however, that, if at the

end of any Fiscal Year, the balance in such Account is \$670,000.00, no sum shall be collected from any User for such Account during the succeeding Fiscal Year.

h. "Capitalized Bond Interest Reserve Account": a special account of the VILLAGE which shall be established and maintained in the name of the VILLAGE with the Trustee pursuant to the Bond Ordinance; into which there shall be deposited the sum of \$670,000.00 at and upon the VILLAGE's receipt of the proceeds of sale of the Revenue Bonds; which, by transfers to the Bond Payment Account, shall be used to pay the interest which will accrue on the Revenue Bonds during the first Fiscal Year; and which, by transfers to the Bond Payment Account and to the extent any balance then remains, shall be used to pay the interest which will accrue on the Revenue Bonds during the second Fiscal Year.

i. "Construction Fund": a special account of the VILLAGE which shall be established and maintained with the Trustee pursuant to the Bond Ordinance.

j. "Cost of Operating and Maintaining":

(1) all costs, whether ordinary or extraordinary, of operating the System and of keeping the System in good repair and working order (including all replacements or substitutions necessary therefor) to the extent that such costs are not paid for with moneys in the Depreciation Fund created by the Bond Ordinance; provided, however, that the costs of repairs and replacements to the existing sewer collection and transmission lines shall not be deemed to be costs of operating and maintaining and such costs shall be paid by VILLAGE from other funds;

(2) the cost of insurance;

(3) the reasonable fees, charges and expenses of the Trustee and any other paying agent of the Revenue Bonds for any services as provided in the Bond Ordinance, as and when the same become due;

(4) all costs and expenses of VILLAGE in making billings and collections, in keeping records and in causing such records to be audited;

(5) the costs and expenses of ASSOCIATION in keeping records and making any determinations and estimates required under this Rate Ordinance;

(6) the fees and expenses of any Independent Engineer retained by VILLAGE under the provisions of this Rate Ordinance;

(7) uncollected User's charges attributable to Cost of Operating and Maintaining; and

(8) generally, all other expenses (exclusive of depreciation) which, under good accounting practice, are properly chargeable to, and are reasonable and necessary for, the efficient operation and maintenance of the System.

k. "Depreciation Account": a special account of the VILLAGE which shall be established and maintained pursuant to the Bond Ordinance and which shall be used for the purpose of making major repairs or replacements to the System (except the existing sewer collection and transmission lines).

1. "Depreciation Payment": The amount required to be paid into the Depreciation Account for a particular Fiscal Year. In each month during the first and each subsequent Fiscal Year, the VILLAGE shall collect from Users and deposit in the Depreciation Account the lesser of the two (2) following amounts: (1) \$5,833.00 per month or (2) one-twelfth (1/12th) of the amount necessary to increase the balance in such Account to \$420,000.00 without considering any expenditures made or to be made out of such Account during the then current Fiscal Year; provided, however, that, if at the end of any Fiscal Year, the balance in such Account is \$420,000.00,

no sum shall be collected from any User on such account during the succeeding Fiscal Year.

m. "Effluent": any sewage, domestic waste, industrial waste or any other substance placed or discharged into the sewer collection and transmission lines or the System.

n. "Extensions": the extensions and improvements to be made to the System by the VILLAGE which are described in Section 3 of the Bond Ordinance.

o. "Fiscal Year": each twelve (12) month period commencing on May 1, 1974 and also each twelve (12) month period thereafter so long as this Rate Ordinance is in effect.

p. "General Obligation Bonds": the \$800,000.00 of General Obligation Bonds to be issued and sold by the VILLAGE.

q. "Independent Engineer": the engineer (or engineering firm) retained from time to time by VILLAGE, upon the recommendation of ASSOCIATION, to implement the provisions of this Rate Ordinance.

r. "Principal Reserve Account": a special account of the VILLAGE which shall be established and maintained in the name of the VILLAGE with the Trustee pursuant to the Bond Ordinance; into which certain excess funds, if any, remaining in the Construction Fund will be deposited; which will be used to purchase and then retire Revenue Bonds on the open market if and when the same become available for purchase at a price of 105 or less; and which shall be used to redeem and then retire Revenue Bonds on the earliest possible redemption date.

s. "Rate Ordinance": this Ordinance.

t. "Report": the report dated August 24, 1972 prepared by MONSANTO ENVIRO-CHEM SYSTEMS, INC., as amended by the Board of Directors of ASSOCIATION at its meeting held on November 21, 1973.

u. "Revenue Bonds": the \$7,870,000.00 Pollution Control Revenue Bonds, (Sauget Sewerage Project) Series 1974 issued and sold by VILLAGE pursuant to the Bond Ordinance.

v. "Sinking Fund Account": a special account of the VILLAGE which may be established and maintained in the name of the VILLAGE with the Trustee pursuant to the Bond Ordinance; which shall be used solely and only as a sinking fund for the payment of principal on the Revenue Bonds; and out of which funds will be transferred to the Bond Payment Account as provided in the Bond Ordinance. Whensoever the balance then on hand in the Sinking Fund Account (together with the balances then on hand in the Bond Payment Account, Bond Reserve Account and Principal Reserve Account) shall be sufficient to pay the principal of all then outstanding Revenue Bonds and the interest thereon to accrue to maturity or redemption, such balance shall be transferred to the Bond Payment Account. As of the last day of the nineteenth (19th) Fiscal Year, the balance then on hand in the Sinking Fund Account, if any, shall be transferred to the Bond Payment Account.

w. "Sinking Fund Payment": the amount required to be paid into the Sinking Fund Account for a particular Fiscal Year as specified in the Bond Ordinance reduced by the amount in the Sinking Fund Account at the end of the prior Fiscal Year in excess of the sum of the Sinking Fund Payments for all prior Fiscal Years.

x. "System": the existing sewer collection and transmission lines of VILLAGE; the existing primary sewage treatment plant and pumping station of VILLAGE; the Extensions; and all other property and facilities of VILLAGE used for the collection, transmission and treatment of effluent; all as now existing and as they may hereafter be extended or improved; and also all extensions, additions and improvements thereto or replacements thereof hereafter constructed or acquired by purchase, contract or otherwise; all whether the same are located within or without the corporate boundaries of VILLAGE.

y. "Trustee": the bank or trust company designated in the Bond Ordinance and its successors; provided, however, that such bank or trust company and any successor shall be a member of the Federal Reserve System or the Federal Deposit Insurance Corporation or both.

z. "User": any person, firm or corporation who uses the System or any part thereof; provided, however, that "User" shall not include any person on account of its ownership or use of property only for residential purposes (including residential apartments) and shall not include VILLAGE on account of its ownership or use of the Village Hall or any other public facility.

aa. "User Agreement": that certain written agreement dated on or about December 27, 1973 among VILLAGE, ASSOCIATION, MONSANTO COMPANY, CERRO CORPORATION, EDWIN COOPER, INC. and AMAX ZINC COMPANY.

bb. "VILLAGE": the VILLAGE OF SAUGET, an Illinois municipal corporation, and its successors and assigns.

Section 2. Gender. Wheresoever the word "he" is used herein, it shall refer to any person regardless of gender.

Section 3. Applicability of Regulations and Definition of "Person". The regulations provided in this Ordinance shall apply to:

- (i) every individual;
- (ii) every tenant-in-common or a joint tenant;
- (iii) every general or limited partner;
- (iv) every member of an association;
- (v) every corporation;
- (vi) every trustee;
- (vii) every fiduciary of an estate of a ward or a decedent;

and

- (viii) every joint stock company;

and the word "person" shall include each and every person, firm or corporation described herein, whether or not such person is a User as defined in paragraph z of Section 1 of this Rate Ordinance.



Section 4. Rate prior to Completion of Extensions. From and after the effective date of this Rate Ordinance to and including the calendar month in which the Extensions are in operation, each User's monthly payment due this VILLAGE for his use of the System shall be the total of the following items:

(i) one-twelfth (1/12th) of such User's pro-rata share (as determined under the provisions of Section 6 hereof) of the Bond Payment due in and for the then current Fiscal Year; plus

(ii) such User's pro-rata share (as determined under the provisions of Section 6 hereof) of the Bond Reserve Payment, if any due in and for the then current month of the then current Fiscal Year; plus

(iii) such User's pro-rata share (as determined under the provisions of Section 6 hereof) of the Depreciation Payment, if any, due in and for the then current month of the then current Fiscal Year; plus

(iv) one-twelfth (1/12th) of such User's pro-rata share (as determined under the provisions of Section 6 hereof) of the Sinking Fund Payment, if any, due in and for the then current Fiscal Year; plus

(v) such User's pro-rata share (as determined under the provisions of Section 9 hereof) of the Cost of Operations and Maintenance incurred and paid by the ASSOCIATION in the preceding calendar month.

Section 5. Rate after Completion of Extensions. From and after the calendar month immediately following the calendar month that the Extensions are in operation, each User's monthly payment due this VILLAGE for his use of the System shall be the total of the following items:

(i) one-twelfth (1/12th) of such User's pro-rata share (as determined under the provisions of Section 6 hereof) of the Bond Payment due in and for the then current Fiscal Year; plus

(ii) such User's pro-rata share (as determined under the provisions of Section 6 hereof) of the Bond Reserve Payment, if any, due in and for the then current month of the then current Fiscal Year; plus

(iii) such User's pro-rata share (as determined under the provisions of Section 6 hereof) of the Depreciation Payment, if any, due in and for the then current month of the then current Fiscal Year; plus

(iv) one-twelfth (1/12th) of such User's pro-rata share (as determined under the provisions of Section 6 hereof) of the Sinking Fund Payment, if any, due in and for the then current Fiscal Year; plus

(v) such User's pro-rata share (as determined under the provisions of Section 10 hereof) of the Cost of Operations and Maintenance incurred and paid by the ASSOCIATION in the preceding calendar month.

Section 6. Pro-Rata Share of Bond Payment, Bond Reserve Payment, Depreciation Payment and Sinking Fund Payment. Each User's annual pro-rata share of the Bond Payment (as defined in Section 1d hereof), of the Bond Reserve Payment (as defined in Section 1g hereof), of the Depreciation Payment (as defined in Section 1m hereof) and of the Sinking Fund Payment (as defined in Section 1u hereof) shall be determined by multiplying Bond Payment, Bond Reserve Payment, Depreciation Payment or Sinking Fund Payment, as the case may be, by the total of the following factors:

(1) Such User's flow-related effluent divided  
by all Users' flow-related effluent multiplied by  
57.44%; plus

(11) Such User's acidity-related effluent divided by all Users' acidity-related effluent multiplied by 7.61%; plus

(11i) Such User's scum-related effluent divided by all Users' scum-related effluent multiplied by 3.15%; plus

(iv) Such User's sludge-related effluent divided by all Users' sludge-related effluent multiplied by 12.32%; plus

(v) Such User's first flush capacity divided by all Users' first flush capacity multiplied by 19.48%;

The terms "flow-related", "acidity-related", "scum-related", "sludge-related" and "first flush capacity" shall have the same definitions as are contained in the Report.

a. In making such determination for the first three (3) Fiscal Years this VILLAGE shall rely upon the estimates of usage contained in Table 4A of the Report.

b. In making such determination for each subsequent Fiscal Year, this VILLAGE shall rely upon the actual use of System by such User as measured by the ASSOCIATION or the Independent Engineer during the preceding Fiscal Year (or portion thereof in which the Extensions are in operation).

c. The minimum monthly charge to be paid by any User on account of Bond Payment shall be \$5.00.

d. The minimum monthly charge to be paid by any User on account of Bond Reserve Payment, if any such Payment is due for the then current Fiscal Year, shall be \$0.75.

e. The minimum monthly charge to be paid by any User on account of Depreciation Payment, if any such Payment is due for the then current Fiscal Year, shall be \$0.25.

f. The minimum monthly charge to be paid by any User on account of Sinking Fund Payment, if any such payment is due for the then current Fiscal Year, shall be \$5.00.

Section 7. Annual Amount due Bond Reserve Account. In each month during the first and each subsequent Fiscal Year, this VILLAGE shall collect and pay into the Bond Reserve Account the lesser of the two (2) following amounts: (i) \$40,000.00 per month or (ii) one-twelfth (1/12th) of the amount necessary to increase the balance in such Account to \$670,000.00 without considering any expenditures made or to be made from and out of such Account during the then current Fiscal Year; provided, however, that, if at the end of any Fiscal Year, the balance in such Account is \$670,000.00, no sum shall be collected from any User on such account during the succeeding Fiscal Year.

Section 8. Amount due Depreciation Fund. In each month during the first and each subsequent Fiscal Year, this VILLAGE shall collect from the Users and pay into the Depreciation Account the lesser of the two (2) following amounts: (i) \$5,833.33 per month or (ii) the amount necessary to increase the balance in such Account to \$420,000.00 without considering any expenditures made or to be made from and out of such Account during the then current Fiscal Year; provided, however, that if, at the end of any Fiscal Year, the balance in such Account is \$420,000.00, no sum shall be collected from any User on such account during the succeeding Fiscal Year.

Section 9. Pro-Rata Share of Cost of Operations and Maintenance prior to Completion of Extensions. From and after the effective date of this Rate Ordinance to and including the calendar month in which the Extensions are in operation, each User's pro-rata share of the Cost of Operations and Maintenance shall be determined as specified in this Section 9.

a. After deducting all sums paid by this VILLAGE in such month to the ASSOCIATION under the provisions of the supplemental agreement between this VILLAGE and the ASSOCIATION dated December 6, 1966; all Costs of Operating and Maintaining incurred and paid by the ASSOCIATION during the preceding calendar month shall be allocated to the following elements requiring treatment in the following percentages:

- (1) 69.12% to flow-related effluent; and
- (2) 30.88% to suspended solids effluent.

b. Each User's pro-rata share of the Costs allocated to flow shall be that share which is determined by dividing such User's flow by the total of all Users' flow and by multiplying the quotient of such division by the total of all Costs allocated to flow.

c. Each User's pro-rata share of the Costs allocated to suspended solids shall be that share which is determined by dividing such User's suspended solids by the total of all Users' suspended solids and by multiplying the quotient of such division by the total of all Costs allocated to suspended solids.

d. Each User's flow and suspended solids and the total of all Users' flow and suspended solids shall be those in effect, and used to determine Users' pro-rata shares, for the month of October, 1973 unless and until the ASSOCIATION makes subsequent measurement or measurements and certifies the same to VILLAGE. In the event of a subsequent measurement, it shall be used to determine each User's flow and sludge and the total of all Users' flow and suspended solids for all months from and after the month in which such measurement is made until the next subsequent measurement.

e. The minimum monthly charge to be paid by any User on account of Cost of Operations and Maintenance shall be \$1.50.

Section 10. Pro-Rata Share of Cost of Operations and Maintenance after Completion of Extensions. From and after the

calendar month immediately following the calendar month in which the Extensions are in operation, each User's pro-rata share of the Cost of Operations and Maintenance shall be determined as specified in this Section 10.

a. After deducting all sums paid by this VILLAGE in such month to the ASSOCIATION under the provisions of the supplemental agreement between this VILLAGE and the ASSOCIATION dated December 6, 1966; all costs of supplying electrical current, water, gas, oil, telephone and all other utilities for the System incurred and paid by the ASSOCIATION during the preceding calendar month shall be allocated to the following elements requiring treatment in the following percentages:

- (1) 67.8% to flow-related effluent;
- (2) 5.0% to acidity-related effluent;
- (3) 0.0% to scum-related effluent;
- (4) 26.6% to sludge-related effluent; and
- (5) 0.6% to first flush capacity.

b. All costs of purchasing lime incurred and paid by the ASSOCIATION during the preceding calendar month shall be allocated to the following elements requiring treatment in the following percentages:

- (1) 0.0% to flow-related effluent;
- (2) 100.0% to acidity-related effluent;
- (3) 0.0% to scum-related effluent;
- (4) 0.0% to sludge-related effluent; and
- (5) 0.0% to first flush capacity.

c. All costs of purchasing poly-electrolyte incurred and paid by the ASSOCIATION during the preceding calendar month

shall be allocated to the following elements requiring treatment in the following percentages:

- (1) 100.0% to flow-related effluent;
- (2) 0.0% to acidity-related effluent;
- (3) 0.0% to scum-related effluent;
- (4) 0.0% to sludge-related effluent; and
- (5) 0.0% to first flush capacity.

d. All costs of maintenance incurred and paid by the ASSOCIATION during the preceding calendar month shall be allocated to the following elements requiring treatment in the following percentages:

- (1) 40.0% to flow-related effluent;
- (2) 18.6% to acidity-related effluent;
- (3) 3.1% to scum-related effluent;
- (4) 24.0% to sludge-related effluent; and
- (5) 14.3% to first flush capacity.

e. All costs of sludge disposal incurred and paid by the ASSOCIATION during the preceding calendar month shall be allocated to the following elements requiring treatment in the following percentages:

- (1) 0.0% to flow-related effluent;
- (2) 0.0% to acidity-related effluent;
- (3) 0.0% to scum-related effluent;
- (4) 100.0% to sludge-related effluent; and
- (5) 0.0% to first flush capacity.

f. All costs of labor (including employer's payroll taxes) incurred and paid by the ASSOCIATION during the preceding calendar month shall be allocated to the following elements requiring treatment in the following percentages:

- Parent added to 100%*
- (1) 57.4% to flow-related effluent;
  - (2) 7.6% to acidity-related effluent;
  - (3) 3.1% to scum-related effluent;
  - (4) 0.0% to sludge-related effluent; and
  - (5) 0.0% to first flush capacity.

g. All costs of insurance premiums and all other costs of operations and maintenance (except those specified in paragraphs a to f hereof of this Section 10) incurred and paid by the ASSOCIATION during the preceding calendar month shall be allocated to the following elements requiring treatment in the following percentages:

- (1) 57.44% to flow-related effluent;
- (2) 7.61% to acidity-related effluent;
- (3) 3.15% to scum-related effluent;
- (4) 12.32% to sludge-related effluent; and
- (5) 19.48% to first flush capacity.

h. Each User's pro-rata share of Costs allocated to flow-related effluent shall be that share which is determined by dividing such User's flow-related effluent by the total of all User's flow-related effluent and by multiplying the quotient of such division by the total of all Costs allocated to flow-related effluent.

i. Each User's pro-rata share of Costs allocated to acid-related effluent shall be that share which is determined by dividing such User's acid-related effluent by the total of all User's acid-related effluent and by multiplying the quotient of such division by the total of all Costs allocated to acid-related effluent.

j. Each User's pro-rata share of Costs allocated to scum-related effluent shall be that share which is determined by dividing such User's scum-related effluent by the total of all User's scum-related effluent and by multiplying the quotient of such division by the total of all Costs allocated to scum-related effluent.



k. Each User's pro-rata share of Costs allocated to sludge-related effluent shall be that share which is determined by dividing such User's sludge-related effluent by the total of all User's sludge-related effluent and by multiplying the quotient of such division by the total of all Costs allocated to sludge-related effluent.

1. Each User's pro-rata share of Cost allocated to first flush capacity shall be that share which is determined by dividing such User's first flush capacity by the total of all User's first flush capacity and by multiplying the quotient of such division by the total of all Costs allocated to first flush capacity.

The terms "flow-related", "acidity-related", "scum-related", "sludge-related" and "first flush capacity" shall have the same definitions as are contained in the Report.

This VILLAGE reserves the right to cause the provisions of paragraphs a to and including g of this Section 10 to be reviewed by an Independent Engineer during the second Fiscal Year that the Extensions are in operation and, based upon his report, to amend such paragraphs, any such amendment to become effective from and after the next succeeding Fiscal Year. This VILLAGE also reserves the right, on its own motion or upon request of the ASSOCIATION, to cause said provisions to be subsequently reviewed by an Independent Engineer and, based upon his report, to amend such paragraphs, any such amendment to become effective from and after the next succeeding Fiscal Year.

The minimum monthly charge to be paid by any User on account of Cost of Operations and Maintenance shall be \$4.00.

Section 11. Statements of User's Charges. As soon as possible on or after the first day of each calendar month, the

Village Clerk of this VILLAGE shall prepare and mail to each User a statement of such User's monthly payment due for such calendar month as determined under the provisions of, whichever is then applicable, Section 4 or Section 5 hereof.

Section 12. Due Date of User's Payment. Each User shall pay to this VILLAGE the amount shown on such statement on or before the twenty-first (21st) calendar day of the calendar month for which such statement is mailed; provided, however, that if the twenty-first (21st) calendar day is a Saturday, Sunday or State holiday, such payment shall be due on the next succeeding calendar day which is not a Saturday, Sunday or State holiday; and provided further, however, that the statement for the month of May, 1974 shall not be due and payable until June 8, 1974. Any User may, at his option, make his monthly payment (or any part thereof) directly to the Trustee.

Section 13. Interest on Unpaid User's Payment. In the event a User fails to pay any amount (or part or parts thereof) shown on such statement on or before the date such payment is due as specified in Section 12, he shall also pay simple interest at the rate of 0.05% per day (18.25% per annum) on the unpaid amount of such statement from and after such due date to and including the date it is paid; provided, however, that the minimum amount of interest due shall be \$1.50 regardless of the amount of such delinquent payment or the number of days it is delinquent. Any such interest collected shall be allocated to the several Accounts as the amount of each item for which an unpaid charge is made on the delinquent bill bears to the total of the unpaid part of the delinquent bill.

Section 14. Attorney's Fees and Expenses. In the event a User fails to pay the amount shown on such statement on or before the date such payment is due as specified in Section 12 and this VILLAGE retains an attorney or incurs any other expenses to collect or attempt to collect said payment and the interest due thereon, such User shall also pay such expenses and the reasonable fees of such attorney.

Section 15. Deposits of Payments Collected. Within five (5) banking days of its receipt of any payment from any User, this VILLAGE shall cause the same to be deposited as specified in this Section 15.

a. The portion of such payment attributable to Bond Payment shall be deposited in the Bond Payment Account.

b. The portion of such payment, if any, attributable to Bond Reserve Payment shall be deposited in the Bond Reserve Account.

c. The portion of such payment, if any, attributable to the Depreciation Payment shall be deposited in the Depreciation Account.

d. The portion of such payment, if any, attributable to Sinking Fund Payment shall be deposited in the Sinking Fund Account.

e. The portion of such payment attributable to the Costs of Operation and Maintenance shall be deposited in the Operations and Maintenance Account.

Section 16. Remittance to ASSOCIATION. At least as often as monthly, this VILLAGE shall remit to the ASSOCIATION the amount of the Costs of Operation and Maintenance collected by the VILLAGE during the preceding month.

Section 17. Regulations.

a. Except with the advance written consent of this VILLAGE, no person shall:

(1) tap into, connect to or discharge any effluent into the System; or

(2) discharge into the System any effluent, which harms, injures or interferes with the System or which causes the effluent to be treated by, and discharged from, the System to have a quality other than that for which the System was designed or which requires any additional, extraordinary, different or special waste treatment or any additional, extraordinary, different or special disposal services; or

(3) discharge into the System any quantity of effluent in excess of that for which the Extensions were designed and which is allocated to any present User under the provisions of the Report or which requires any further expansion, extension, modification or improvement of the System; or

(4) fail to connect to the System if he is required to do so under the provisions of Section 22; or

(5) interfere with, prevent or obstruct this VILLAGE or the ASSOCIATION or their respective duly authorized agents or employees in the exercise of its or their duties specified in Section 25; or

(6) fail to supply to this VILLAGE any information requested in writing by this VILLAGE concerning its ownership or the operation of the System or concerning the effluent being discharged into the System by such person.

b. No person (as specified in Section 3) shall knowingly or intentionally allow, permit or condone any violation of any of the provisions of paragraph a of this Section 17.

c. Any person violating any provision of any subparagraph of paragraph a or of paragraph b of this Section 17 shall be guilty of a misdemeanor and:

(1) for his first such offense, shall be fined not less than \$10.00 nor more than \$100.00 for each day of such offense; or

(2) for his second such offense, shall be fined not less than \$25.00 nor more than \$250.00 for each day of such offense; or

(3) for his third or any subsequent such offense, shall be fined not less than \$50.00 nor more than \$500.00 for each day of such offense.

Section 18. Collection of Delinquent Payments. This VILLAGE may exercise any remedy provided by then applicable Illinois law to collect any payment due from any User which is more than one (1) month delinquent; specifically including, but without thereby limiting the generality of, the filing of any lien against real estate or the filing of any action to collect.

Section 19. Enforcement of Regulations. This VILLAGE may exercise any remedy available at law or in equity, or both, to enforce the provisions of any subparagraph of paragraph a or of paragraph b of Section 17; or to collect from any person the costs and expenses caused by him resulting in any harm or injury to or interference with the System; or to collect the costs and expenses of any additional, extraordinary, different or special waste treatment or additional, extraordinary, different or special disposal services required by his discharge of effluent into the System; or to collect the costs and expenses of further expansion, extensions, modifications or improvements of the System caused by his discharge of any effluent into the System.

Section 20. Joint and Several Liability. The owner of any lot, any parcel of land or any premises receiving the services

of the System and also the lessee, tenant or other occupant of such premises and also the User of the services shall be jointly and severally liable for the payment of sewer usage charges to such lot, parcel of land or premises. All sanitary sewerage services are rendered to the premises in each instance by this VILLAGE only upon the condition that such owner, lessee, tenant, occupant and User shall be jointly and severally liable therefor to this VILLAGE. In addition the sewer use charge shall be an in rem charge against any lot, any parcel of land or any premises from which effluent is discharged into, and which are served by, the System, irrespective of whether or not said premises are, in fact, connected to the System. The provisions of this Section shall not apply in the event the premises are used solely and only for residential purposes.

Section 21. Special Increased Rates. This VILLAGE reserves the right to make and establish special additional charges for connection and for service supplied to properties which, in the judgment of this VILLAGE, should be charged special increased rates, because of the unusual quantity or quality of effluent created upon and discharged from said properties into the said System. No such special charge shall be made unless and until an Independent Engineer has made an investigation and report to this VILLAGE and recommended such charge.

Section 22. Who is Required to Connect. Except with the advance written consent of the VILLAGE, the owner, lessee, tenant and occupant of any premises used for business, commercial or industrial purposes from which the effluent contains waste other than domestic waste is hereby required to cause proper connection to be made with the System prior to occupation and use of said premises for business, commercial or industrial purposes.

Section 23. Segregation of Revenues. All of the revenues received by this VILLAGE, as provided for herein, shall be set aside as collected and kept separate and apart from all other VILLAGE funds.

Section 24. Severability. If any section, paragraph, subparagraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, subparagraph, clause or provision shall not effect any of the other provisions of this Ordinance.

Section 25. Inspection. This VILLAGE and the ASSOCIATION and their respective agents and employees shall have ready access at all reasonable hours to the premises, places or buildings where sewerage service is supplied by this VILLAGE for the purpose of examining and testing the operation of the System and the effluent discharged from said premises. Every User of the System shall take and accept the services of said sanitary sewerage system and facilities upon the conditions prescribed in this Section.

Section 26. VILLAGE's Right to Change Rates. In addition to VILLAGES'S rights under applicable Illinois law and its duties under the Bond Ordinance, in the event that a major portion or segment of the Extensions goes into operation before the Extensions, in their entirety, are in operation, this VILLAGE may set and establish different bases for pro-rating Costs of Operation and Maintenance than are specified in Sections 4, 5, 9 and 10, all with the advice of the ASSOCIATION; provided, however, that such action shall be taken only upon an investigation and written report of an Independent Engineer or the ASSOCIATION which recommends such change.

Section 27. Publication. As soon as possible after the adoption and approval of this Ordinance, the Village Clerk of this

VILLAGE shall cause a certified copy of this Ordinance to be posted in at least three (3) prominent places in this VILLAGE; there being no newspaper published in this VILLAGE and this VILLAGE containing less than 500 population. The Village Clerk shall thereupon certify his acts and doings in such respect.

Section 28. Effective Date. This Ordinance shall become effective after posting in the manner, and at the time, as provided by law.

Section 29. Mailing Copies. On or before the Effective Date, the Village Clerk shall mail a copy hereof by certified U. S. Mail to each User who is then connected to the System; provided, however, that the failure of the VILLAGE Clerk to mail any such copy or the failure of any such User to receive any such copy shall not be a defense to any charge of a violation hereof and shall not be a defense to any failure to pay any sum due hereunder.

Section 30. Repeal of Conflicting Ordinances and Resolutions. All Ordinances and Resolutions, or parts thereof, in conflict herewith are repealed as of the Effective Date.

Introduced and Read for First Time: May 7, 1974

Read for Second Time under Suspension of Rules: May 7, 1974

Read for Third Time under Suspension of Rules: May 7, 1974

Passed and Adopted: May 7, 1974

Roll Call:

AYE: HARRIS, HARTON, LANE, BETHA, JONES and WHITE

NAY: NONE

ABSENT: NONE



Approved: May 7, 1974

APPROVED:

*R. A. [unclear]*  
President of Board of Trustees

ATTEST:

*Betty J. Long*  
Village Clerk

Posted: May 7, 1974

*[unclear]*  
Village Clerk

Effective: May 17, 1974